



Commonwealth of Kentucky

SOLICITATION

TITLE: eScrap

DATE ISSUED	SOLICITATION CLOSES	SOLICITATION NO.
2008-05-02	Date: 2008-06-02 Time: 16:30:00	RFP 758 0800001260

I S S U E D B Y	Room 373 Capitol Annex Amy Carol Richardson	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL:
Amy Carol Richardson
502-564-4510

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

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COMMONWEALTH OF KENTUCKY

Request for Proposal (RFP)

For

**State-Wide eScrap Services
End-of Life Electronic Equipment/Components
Solicitation # RFP 758 0800001260**

May 2, 2008

**Issued by
The Finance and Administration Cabinet
On Behalf Of
The Division of Waste Management
and
The Finance and Administration Cabinet**

**Commonwealth Buyer:
Amy Monroe Richardson
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 373
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Section 10.000—Purpose

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This Request for Proposal (RFP) is being issued to establish a contract and a reimbursement schedule with business partners to provide pickup and recycling services for end-of-life electronic equipment and components for the Executive, Legislative and Judicial Branches of government, K-12 School Districts, Post-secondary Educational entities and any other public (not for profit) entity in the Commonwealth that wishes to use the contract.

Section 10.010—Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services (OPS), is issuing this RFP on behalf of the Division of Waste Management, Finance and Administration Cabinet and the Commonwealth Office of Technology. The OPS is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

Section 10.020— Restrictions on Communications

The Commonwealth Buyer named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Commonwealth Buyer:
Amy Monroe Richardson
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 373
FRANKFORT KY 40601
(502) 564-6524
Fax: (502) 696-5194
Amy.richardson@ky.gov

From the issue date of this RFP until a Contractor is selected and the selection is announced, Offerors shall not allowed to communicate with any Commonwealth Staff concerning this RFP except:

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- The Commonwealth Buyer cited in this RFP
- Via written questions submitted to the Commonwealth Buyer

For violation of this provision, the Commonwealth shall reserve the right to reject Vendor s' proposal response.

Section 10.030—RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

Proposer, Offeror, Contractor, Provider, or Vendor
Commonwealth Buyer, Buyer, Purchaser, or Contract Officer
RFP, Solicitation, or Procurement
Bid, Proposal, or Offer
Commonwealth of Kentucky, Commonwealth, or State

Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year

Section 10.040—RFP Organization

This RFP is organized in the following manner:

Section 10--Administrative Overview--General information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 20--Present System Summary--Summary information on the history of the program and the current system of operation.

Section 30--Scope of Work--Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 40--Terms and Conditions--Terms and Conditions under which the Contractor shall perform this Contract.

Section 50--Procurement Process and Requirements--Procurement requirements and general format and submission requirements.

Section 60--Technical Proposal Evaluation--Technical evaluation criteria.

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Section 70--Revenue Proposal Evaluation--Revenue evaluation criteria.

Section 80--Oral Presentations/Demonstrations--General requirements and evaluative criteria for oral presentations/demonstrations.

Section 90--Negotiations--Elements of the RFP that may be negotiable.

Section 100--Ranking of proposals and award of Contract.

This RFP and any Addenda thereto shall become part of the Contract with the successful Contractor. It shall be incorporated into the Contract by reference.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

Section 10.050—Estimated Schedule of RFP Activities

The following table presents the *anticipated* schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	May 2, 2008
1 st Set Of Vendors' Written Questions due by 4:30 PM ET	May 12 , 2008
Commonwealth's Response to 1 st Set of Vendors' Written Questions	May 15, 2008
2 nd Set Of Vendors' Written Questions due by 4:30 PM ET	May 21, 2008
Commonwealth's Response to 2 nd Set of Vendors' Written Questions	May 23, 2008
Proposals due by 4:30 PM ET Notice to Vendors: All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth Solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing time to allow for a security check-in. Delays due to building security checks <u>shall not</u> be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged.	June 2, 2008

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Section 10.060—Vendors' Conference

A Vendors' Conference shall not be held for this RFP. Please submit questions as indicated above.

Section 10.070—Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.050 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at amy.richardson@ky.gov or via fax at **502-696-5194**. No questions shall be accepted after the date(s) listed in Section 10.050. Oral questions shall not be accepted at any time. The Commonwealth shall respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's E-Procurement page.

Section 10.080—Access to Solicitation, RFP, and Addenda

The Commonwealth wants each prospective Vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by Vendors in preparing this response.

Once at the E-Procurement Directory, follow the instructions below to locate the Solicitation, RFP, and any Addenda:

The Solicitation, the RFP and Attachments, and any Addenda shall be posted to the **E-Procurement Directory** at <https://eprocurement.ky.gov>

At the **E-Procurement Directory**, center column, click on **eMars Browse Bid Opportunities** link, select **PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS** then follow the instructions listed on the page.

It is the Vendors' responsibility to assure they have obtained copies of all information and forms.

Notice to Vendors:

Vendors are cautioned that changes made to the solicitation other than in the

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designated fields for response shall render the response invalid and result in a non-responsive bid. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the solicitation. Responses that include terms and conditions not in conformity with the terms and conditions of the Solicitation as issued or the Statutes of the Commonwealth of Kentucky may be rejected.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the Vendor's response, the version as issued shall prevail.

Section 10.090—Notification of Award of Contract

To view the Award of Contract date and the Contractor receiving the Award for this Solicitation, access the **E-Procurement Directory** at <https://eprocurement.ky.gov>. At **e Mars Browse Bid Opportunities**, select **PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS**. Go to **STATUS** and select, using the drop down menu, **AWARDED**. It is the Vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

Section 10.095—Additional Requirements

Vendors should review and comply with the general bidding requirements listed under "Laws, Policies, and Procedures" and "Standard Attachments and General Terms" located on the eProcurement Web page at <https://eprocurement.ky.gov>.

END OF SECTION 10

Section 20—Background and Present Summary

Section 20.100—Background and Service Vision

The Commonwealth of Kentucky is seeking proposals from qualified vendors to provide a State-wide contract covering the collection, recycling and proper disposition of eScrap from a wide range of public sectors organizations and entities. The subsequent contract will be available for use statewide by customers such as the Executive, Legislative and Judicial branches of government, K-12, higher education, boards, commissions and any "not for profit" entity within the public sector. These entities shall be referred to as **eScrap Generators** throughout the RFP.

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The contract awarded as a result of this solicitation shall be issues as an “all state agency” price contract. The Commonwealth has provided the most accurate statistics regarding the projected volumes of eScrap in Section 20. However, there shall be no volume guarantee. Once the contract is awarded, the contract coordinators for the respective eScrap Generators will assist the vendor with communications and advertisement of the contract availability and the vendor’s account manager will be able to influence the volume through the marketing of the successful vendor’s eScrap services and per pound reimbursement rate.

Section 20.110-Commonwealth of Kentucky Organizational Structure

The Commonwealth of Kentucky is organized into three (3) branches of Government; Legislative, Judicial and Executive Branches. The Executive Branch employs approximately 36,000 people located in 2,500 offices statewide. The Executive Branch is structured on a program basis consisting of nine (9) Program Cabinets, each headed by a Secretary, who is appointed by the Governor. Each Secretary is a member of the Governor’s Cabinet and serves as the Governor’s liaison for providing direction and coordination of the various departments, boards and commissions. The Executive Branch also consists of seven (7) elected Constitutional Offices and the Governor’s General Government Cabinet.

Section 20.120 – Division of Waste Management – About Us

The Kentucky Division of Waste Management is a state agency operating under the umbrella of the Kentucky Department of Environmental Protection. The division’s mission is to protect human health and the environment by minimizing adverse impacts on all citizens of the Commonwealth through the development and implementation of fair, equitable and effective waste management programs.

For more information about the operations of this organizations see the following website:

<http://www.waste.ky.gov/>

Section 20.130 – Commonwealth Recycling Regulations and Statutes

Applicable regulations and statutes are profiled at the following website:

<http://www.waste.ky.gov/>

Section 20.140 – Finance Division of Surplus Properties – About Us

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The Division of Surplus Property is responsible for the disposal of state and federal surplus personal property. The state entities that use the services of the Division of Surplus Properties include the Executive Branch, Administrative Office of the Courts (AOC) and Legislative Research Commission (LRC). For additional information about this organization, see the link below:

<http://finance.ky.gov/internal/surplus/default.htm>

Section 20.150 - Present Desktop Environments – Executive Branch

With the exception of the Finance and Administration Cabinet, Commerce Cabinet, Transportation Cabinet and Governor's Office for Local Development, each agency independently selects, procures, configures, installs and administers desktops/laptops and printing facilities for their organization/area. For those organizations listed above, the Commonwealth Office of Technology is in the process of providing centralized management of their desktops/laptops, LAN's and file/print services. Executive Branch agencies maintain a PC inventory of approximately 36,000 machines of multiple brands and varying ages with an unknown number of configurations. These workstations are located in over 2,500 state owned/leased offices and geographically dispersed in every county of the state. The Commonwealth also estimates that it currently maintains a fleet of approximately 9,000 printers, multi function devices (MFD's), and other input/output devices. All purchased electronic equipment and components used by the Executive Branch is sent to the Division of Surplus Properties for sale/disposal when the equipment is no longer usable. Although practices vary, the Commonwealth normally uses a three (3) year refresh rate for workstations and some agencies have begun to lease desktop units. The Commonwealth estimates that approximately twenty percent to twenty-five percent (20% - 25%) of the desktop units are leased and returned to the vendor after the lease period. This practice (if it continues) may reduce the number of surplus items for recycling over time.

The Division of Surplus Properties shall serve as the aggregation point for all eScrap generated by the Executive, Legislative and Judicial Branches of government.

Section 20.160 – Data Center and Computing Environment

The goal of the Commonwealth Data Center (CDC) is to maintain sufficient computer hardware, software, and communications capacity to accommodate, at minimal cost, the large-scale processing demands of agencies of the Commonwealth. Most of the data processing resources required to meet this goal are located at the CDC in Frankfort, Kentucky. The CDC also houses the central hub of the Kentucky Information Highway, which includes the state's wide area network (WAN).

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The CDC essentially operates as a service bureau, processing agency computing work on demand. During a typical business day, approximately 11,000 state and county government employees are actively using the CDC's mainframe computers at any given instant. COT is responsible for assuring that all computing resources are operational and functioning properly. Included are central processing, production support, software implementation, data center operations, monitoring of computer equipment, and administrative support.

The primary computing resource at Kentucky's Commonwealth Data Center is a large-scale IBM 2064-105 mainframe computer. This system is currently configured with five (5) central processing units (CPUs), sixteen (16) gigabyte of main memory and over four (4) terabytes of DASD storage. Data center tape activities are supported by a robotic-based tape library. The mainframe operates under the control of IBM's Multiple Virtual Systems (MVS) operating system, and interfaces with interactive users using the Customer Information Control System (CICS) and Information Management System (IMS) transaction processing systems.

In addition, the Commonwealth Data Center supports client/server computing on a large scale. The data center operates a large installation of approximately 600 servers. Platforms include AIX, Solaris and Windows 2003 servers that are supported on behalf of the agencies within the Commonwealth. At end of life, servers, storage devices, networking and telecommunications equipment from COT and other agencies will also be sent to Surplus Properties for disposal through the eScrap provider.

Section 20.170—Estimated eScrap Volumes

The table below provides a best estimate of annual eScrap volumes for the Executive Branch, LRC and AOC.

ITEM	ESTIMATED	ESTIMATED
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DESCRIPTION	QUANTITIES (Units per year)	QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	7,500	187,500
Laptop computers	3,250	26,000
Console and table top televisions	100	5,000
Printers	1,100	66,000
CPU's & accessories	7,500	187,500
Fax Machines	500	30,000
Cell Phones	2,500	833
Misc. Components (UPS, etc.)	200	4,000
Copy Machines	25	8,750
LAN/WAN Components	500	2,500
Drives and Memory for sanitization	7,500	22,500
Misc. components and cables	Not Applicable	500

Section 20.200 – Commonwealth’s K-12 Educational Environment

Section 20.210 Office of Education Technology – About Us

Detailed information about the Office of Education Technology can be found at the web site below:

<http://education.ky.gov/KDE/Administrative+Resources/Technology/>

Section 20.220 - Present Desktop Environments – K-12

The Commonwealth has 174 school districts, 1,238 schools and 583,000 students. These schools have approximately 218,000 workstation and 50,000 printer/peripherals in use statewide for administrative and instructional use. Some school districts currently use recycling/disposal services of various state vendors. There is no guarantee that all school districts will use the contract that results from this RFP but the possibility of a reimbursement rate for the eScrap stream and knowing that the eScrap will be managed in an environmentally responsible way should be attractive to many school districts.

Section 20.230—Estimated Annual eScrap Volumes – K-12

The table below provides a best estimate for each calendar year:

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ITEM DESCRIPTION	ESTIMATED QUANTITIES (Units per year)	ESTIMATED QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	36,300	2,722,500
Laptop computers	6,000	48,000
Console and table top televisions	3,000	150,000
Printers	3,300	198,000
CPU's & accessories	36,300	907,500
Fax Machines	400	24,000
Cell Phones	880	293
Misc. Components (UPS, etc.)	2,000	40,000
Copy Machines	500	175,000
LAN/WAN Components	2,000	10,000
Drives and Memory for sanitization	42,300	126,900
Misc. components and cables	Not Applicable	100

Section 20.300 – Commonwealth’s Post-Secondary Educational System

Section 20.310 – Council on Post Secondary Education – About Us

The Council on Postsecondary Education is a sixteen (16) person lay board created by KRS 164.011 responsible for coordinating Kentucky’s postsecondary education system. This includes eight (8) senior, four (4) year public universities, a statewide Community and Technical College System with sixteen (16) districts, and over fifty (50) independent institutions including four (4) year for profit universities.

The Council on Postsecondary Education is charged with leading the reform efforts envisioned by state policy leaders in the Kentucky Postsecondary Education Improvement Act of 1997. The Council has multiple responsibilities to ensure a well-coordinated and efficient postsecondary and adult education system. Among its many responsibilities, the Council:

- ✂ Develops and implements a strategic agenda for the postsecondary and adult education system that includes measures of educational attainment, effectiveness, and efficiency.
- ✂ Produces and submits a biennial budget request for adequate public funding of postsecondary education.
- ✂ Monitors and approves tuition rates and admission criteria at public

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postsecondary institutions.

- ✂ Defines and approves all academic programs at public institutions.
- ✂ Ensures the coordination and connectivity of technology among public institutions.
- ✂ Collects and distributes comprehensive data about postsecondary education performance.

For more information about the Council, visit the following webpage within the Council's website at:

<http://cpe.ky.gov>

Section 20.320 – Profile/Location of Colleges and Universities State-wide

The attached website provides a map that shows the location of the colleges and universities across the state.

<http://cpe.ky.gov/NR/rdonlyres/1C185FF5-A00B-4924-8DBA-92E25C9A9136/0/KentuckyPostse>

Section 20.330—Estimated Annual eScrap Volumes – Selected Universities

The table below provides a best estimate for the following Universities:

Kentucky Community and Technical College System

ITEM DESCRIPTION	ESTIMATED QUANTITIES (Units per year)	ESTIMATED QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	3,300	247,500
Laptop computers	200	1,600
Console and table top televisions	15	750
Printers	250	15,000
CPU's & accessories	3,300	82,500
Fax Machines	100	6,000
Cell Phones	300	100
Misc. Components (UPS, etc.)	150	3,000
Copy Machines	20	7,000
LAN/WAN Components	150	750
Drives and Memory for sanitization	3,300	9,900

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Misc. components and cables	Not Applicable	200	

Murray State University

ITEM DESCRIPTION	ESTIMATED QUANTITIES (Units per year)	ESTIMATED QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	2,200	165,000
Laptop computers	500	4,000
Console and table top televisions	50	2,500
Printers	500	30,000
CPU's & accessories	2,200	55,000
Fax Machines	200	12,000
Cell Phones	1,000	333
Misc. Components (UPS, etc.)	300	6,000
Copy Machines	50	17,500
LAN/WAN Components	300	1,500
Drives and Memory for sanitization	2,200	6,600
Misc. components and cables	Not Applicable	200

Western Kentucky University

ITEM DESCRIPTION	ESTIMATED QUANTITIES (Units per year)	ESTIMATED QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	240	18,000
Laptop computers	37	300
Console and table top televisions	20	1,000
Printers	33	2,000
CPU's & accessories	840	21,000
Fax Machines	8	500
Cell Phones	300	100
Misc. Components (UPS, etc.)	300	6,000
Copy Machines	200	70,000
LAN/WAN Components	300	1,500
Drives and Memory for sanitization	800	2,400

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Misc. components and cables	Not Applicable	100	

University of Kentucky

ITEM DESCRIPTION	ESTIMATED QUANTITIES (Units per year)	ESTIMATED QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	2,400	180,000
Laptop computers	500	4,000
Console and table top televisions	100	5,000
Printers	1,000	60,000
CPU's & accessories	2,400	60,000
Fax Machines	36	2,160
Cell Phones	240	80
Misc. Components (UPS, etc.)	500	10,000
Copy Machines	200	70,000
LAN/WAN Components	500	2,500
Drives and Memory for sanitization	2,400	7,200
Misc. components and cables	Not Applicable	500

END OF SECTION 20

Section 30.000—Scope of Work

Section 30.010—Commonwealth Information Technology Forms

The Vendor and any subcontractors shall be required to adhere to and sign all applicable Commonwealth policies and standards related to technology use and security.

Section 30.020—Compliance with Commonwealth Security Standards

In the delivery of all vendor services, the Vendor services shall abide by security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

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Enterprise Policies - <http://gotsource.ky.gov/dscgi/ds.py/View/Collection-1450>
SPPM - http://www.gotsource.net/dscgi/ds.py/Get/File-563/GOT-067,_Final.doc

Section 30.030—Privacy, Confidentiality and Ownership of Information

The Commonwealth is the designated owner of all data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The Vendor shall provide sufficient security to protect the Commonwealth and Commonwealth data in network transit, storage, and cache.

Section 30.040 – Identity Theft Prevention and Reporting Requirements

In the delivery and/or provision of Information Technology hardware, software, systems, and/or services through a contract/s established as a result of this solicitation, the vendor shall prevent unauthorized access to “Identity Information” of Commonwealth citizens, clients, constituents and employees. “Identity Information” includes, but is not limited to, an individual’s first name or initial and last name in combination with any of the following information:

- ✂ Social Security Number;
- ✂ Driver’s License Number;
- ✂ System Access ID’s and associated passwords; and
- ✂ Account Information –such account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.

The vendor shall also immediately notify the contracting agency, the Office of Procurement Services, Division of Waste Management and the Commonwealth Office of Technology upon learning of any unauthorized breach/access, theft, or release of Commonwealth data containing “Identity Information.”

For even a single knowing violation of these Identity Theft Prevention and Reporting Requirements, the vendor agrees that the Commonwealth may terminate for default the contract(s) and impose penalties on the vendor in an amount sufficient to pay the cost of notifying Commonwealth customers of unauthorized access or security breaches.

Section 30.100 – Mandatory Vendor Requirements

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All vendors that submit a proposal in response to this RFP shall meet and comply in full with the mandatory requirements itemized in the 30.100 series of sections.

Section 30.110 – Mandatory Vendor Service Requirements

At a minimum, the Vendor shall meet in full the following statewide business and technical service requirements and provide proof of such compliance in the Technical Proposal (see Section 60). The vendor shall:

1. Have been in business for at least five (5) years.
2. Agree and comply with a No Landfill Policy – five percent (5%) or less of Commonwealth's surplus eScrap.
3. Agree and comply in full with the export policy outlined in Section 30.225.
4. Have established corporate resources and transportation facilities to provide eScrap pick-up services on the geographic scale and regularity as described in this RFP.
5. Currently operate a large-scale recycling and disposal facility that complies with all Commonwealth laws and regulation.
6. Provide secure handling/transport of hard drives and memory destined for sanitization by the vendor according to the specifications in Section 30.020. Accept full ownership of eScrap at the time of pickup.
7. Shipping terms shall be F.O.B. at the agreed upon eScrap generator's location.
8. Currently operate administrative services and system/s that provide for the following:
 - ✎ eScrap Generator Website capable of publishing schedules, procedures, pricing, contact information, etc. pertaining to any final contract provisions resulting from this RFP.
 - ✎ Currently operates a Toll-free Service Desk – 8:00 AM to 6:00 ET M-F
 - ✎ Provide flexible billing, certified weighing, invoicing and agency reimbursement services to meet the needs of the various Commonwealth eScrap Generators that wish to use the vendor's services.

Section 30.120 – Free of Commonwealth Violations

The Office of Procurement Services reserves the right to reject any and all proposals from vendors whose work history reflect failures to meet contract performance requirements.

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The Office of Procurement Services reserve the right to reject any and all proposals from vendors with letters of warning, outstanding violations, citations for environmental standard infractions, or record of operation permit revocations with the Environmental and Public Protection Cabinet or with records of similar infractions in other states.

Section 30.130 – Compliance with Federal Laws and Regulations

The vendor shall maintain an effective, compliant safety program documented by training records, OSHA 300 Log, etc., and also maintain an effective security program to prevent theft of electronics and data during transport and processing. The Contractor shall document environmental, safety and security audits of facilities and maintain and provide proof of an effective environmental management system.

The vendor shall provide documentation that they possess the federal and state licenses and/or permits needed to provide the services requested in this RFP. The contractor shall supply copies of any and all relevant permits, licenses, and other regulatory items required under federal and state regulations or standards relating to the collection and transportation of used electronic equipment, including Cathode Ray Tubes (CRTs). In addition, the Contractor shall provide copies of any certifications that the contractor has received related to the proper handling and management of electronic equipment (e.g., International Association of Electronic Recyclers (IAER), ISO 14,000, and others that can be related to electronics).

Section 30.140 – Liability Insurance Requirements

The contractor shall indemnify, defend, and hold harmless all the state officials and the Commonwealth of Kentucky and all officials, employees and participating householders of the Commonwealth of Kentucky against any losses, claims, actions, damages, liability, and expenses, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property occasioned wholly or in part by the contractor or by persons employed directly or indirectly by the contractor in connection with the used electronic equipment collection, transportation, dismantling, salvage, sale, reuse, and / or recycling.

The contractor shall obtain and maintain in full force, for as long as necessary to fund the contractor's indemnification and defense obligations, the following types and amounts of insurance:

1. A Commercial Liability Insurance policy shall afford limits of no less than the following:

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\$2,000,000 - General Aggregate
 \$1,000,000 - Products and Completed Operations Aggregate
 \$1,000,000 - Personal and Advertising Injury
 \$1,000,000 – Each Occurrence
 \$ 50,000 – Fire Damage
 \$ 5,000 – Medical Expense

2. An automobile/truck liability insurance policy covering owned, non-owned, and hired vehicles. Said policy of insurance to have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury, including death and property damage.

3. A Worker's Compensation and Employer's Liability insurance policy with Kentucky statutory limits for workers compensation and a minimum of \$1,000,000 per accident for employer's liability.

4. Contractors' Pollution Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The contractor shall provide proof of insurability with submission of this signed agreement. The contractor shall name as additional insured on Contractor's General Liability Insurance policy the Commonwealth of Kentucky. The contractor shall also furnish signed original certificates or bona-fide copies of the certificates of insurance (in the name of the Commonwealth) upon request within seven (7) days, but no more than thirty (30) days prior to the start of the contract.

Indemnity

The contractor (undersigned) jointly and severally agrees to indemnify and save harmless the Commonwealth (Indemnified) and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the claim against the Commonwealth as a result of the contractor's actions. In the event of any asserted claim, the Indemnified shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend protect and save harmless Indemnified against said claim or any loss or liability there under. In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnified shall have full rights to defend, pay or settle said claim on their own behalf without notice to undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, the undersigned further agree to pay all reasonable attorneys' fees necessary to enforce this agreement. This agreement shall be unlimited as to amount or duration.

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Section 30.200 - Technical and Regulatory Requirements

The vendor shall comply with all hazardous waste regulations (U.S. EPA RCRA and KY. regulations in regarding hazardous waste handling/disposal). All services provided as a result of this RFP shall be carried out in compliance with all applicable federal and state laws and regulations. Regulations to be complied with include, but are not limited to, environmental protection, occupational health and safety, and transportation.

Section 30.210 – eScrap Transport Requirements

The vendor shall maintain valid commercial drivers license/s for all staff involved in the transport of Commonwealth eScrap.

Section 30.215 - eScrap Processing and Security Requirements

Throughout the life of the contract, the vendor shall remove or destroy any remaining Commonwealth identification/inventory tags and labels from all Commonwealth eScrap processed by the vendor.

Section 30.220 – Hard Drive and Memory Sanitization Requirements

The Commonwealth maintains a specific policy regarding the disposal of information technology (IT) equipment, devices, network components, operating systems, application software and storage media. This policy is maintained to prevent unauthorized use or misuse of state information. The vendor shall comply with this policy for all transport, processing and sanitization services provided. The policy can be viewed at the following site:

http://gotsource.ky.gov/docushare/dsweb/Get/Document-17661/CIO-077_-_Sanitization_of_IT_Equipment

Section 30.225 – Compliance with Export Practices

The Contractor shall, throughout the life of this contract, practice responsible Export Practices in the handling of all of the Commonwealth's electronic waste. This shall include the following:

- ✂ Comply with all applicable laws and regulations, including country-specific import/export regulations;
- ✂ Maintain documentation for exports from the United States of electronic systems and components, including shipping manifests identifying the recipient and showing make, model, and condition for all declared reuse items; as well as any other information necessary to complete the export;

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- ✂ Shall not export from the United States any non-working cathode-ray tubes (CRT's) or other hazardous equipment, components, or materials for recycling to any countries other than members of the Organization for Economic Cooperation and Development (OECD); members of the European Community; or countries that have entered into an agreement with the United States that allows for such exports; and
- ✂ At a minimum, retain all export-related documentation for a period of one (1) year or as required in applicable export documentation retention schedules, whichever is longer.

Section 30.230 - Vendor Transport Container Requirements

The vendor shall provide adequate, road worthy (DOT inspected) transportation. This is primarily, but not limited to, tractor/trailers with the trailers being forty-eight (48) to fifty-three (53) feet in length, with integral roofs, lockable doors, capable of being sealed for security purposes. Smaller vehicles must also meet these security standards.

Section 30.235 – Vendor Warehouse Containers, Packing Materials and Scale Requirements

The vendor shall provide adequate numbers of shipping containers (Gaylord type boxes), rolls of stretch wrap, a platform scale at the Surplus Properties location (if requested) and other packaging materials as required to meet the Commonwealth's and vendor requirements.

Section 30.240 – eScrap Sorting – Commonwealth and Vendor Responsibilities

The Commonwealth will be responsible for the following:

- ✂ Consolidate materials acceptable to the vendor at locations accessible to the vendor's vehicles.
- ✂ Hold for quantities meeting minimal acceptable amounts per the contract.
- ✂ Segregate and package in accordance with the contract specifications provided by the vendor.
- ✂ Load the materials on/into the approved trailer/container provided by the vendor, per the vendor's specifications.
- ✂ Fill out bills of lading documenting the shipment contents.
- ✂ Provide contact information to the vendor of additional consolidation points subsequent to the agreement.
- ✂ Weigh and/or count all materials as required by the agreement.

The vendor shall be responsible for the following:

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- ✂ Provide the necessary materials for adequately packaging for shipment the e-scrap covered in the agreement, i.e. stretch wrap, Gaylord type boxes, and other containers per the vendor's specifications.
- ✂ Provide a platform scale of 3,000 lb. capacity with electronic reader head to Surplus Property Division during the contract period for use in weighing the contracted e-scrap.
- ✂ Pick up properly packaged e-scrap at mutually agreed upon locations holding necessary amounts of materials within five (5) working days of notification.
- ✂ Provide safe, accessible trailers/containers for the agencies to load.
- ✂ Provide the bills of lading blanks for agencies' use.
- ✂ Provide metal or plastic security seals for the loaded trailers /containers to ensure shipping security as necessary, particularly for shipments of hard drives requiring sanitizing.
- ✂ Insure that transportation used meets DOT standards for safety and road worthiness.
- ✂ Full accounting of shipments including breakdown of items received, weights, payment per item/pound and disposition.

Section 30.245 – Right of Inspection – Vendor Facilities and Down-Stream Processors

Down-stream processors used by the vendor shall comply with the same terms and conditions as described in Section 30.130. The addition, the Commonwealth reserves the right to inspect the vendor's operations unannounced during the period of the contract or until all Commonwealth's materials have been shipped from the vendor's operation. Inspections shall include, but is not limited to:

- ✂ Shipping documentation for Commonwealth materials to the vendor or to subsequent markets
- ✂ OSHA, ANSI and EPA compliance and insurance coverage documentation

Section 30.300 – General Vendor Requirements

Section 30.310 – Service Establishment Timeframe and Dedicated Commonwealth Account Manager

The vendor shall begin eScrap pickup services within ninety (90) days of contract signing. The vendor shall also provide a dedicated account manager to act as the focal point for Commonwealth eScrap Generator requests and business information. At a minimum, the account manager shall provide the following services:

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- ✂ Serve as the primary contact for all contract and business related issues
- ✂ Market vendor services to public sector entities state-wide
- ✂ Provide/coordinate customer training services
- ✂ Problem resolution
- ✂ Provide accurate timely reporting

Section 30.315 - Help Desk Requirements

The vendor shall operate as Help Desk for all Commonwealth eScrap Generators. At a minimum, the hours of operations shall be from 8:00 AM to 6:00 ET M-F. The help desk shall be available through a toll free telephone number and shall accept/respond to eScrap Generator requests/communications in a timely fashion.

Section 30.320 - Vendor Website Requirements

The vendor shall establish and provide secure access to a website for use by Commonwealth eScrap Generators. The site shall list the service offerings and associated Commonwealth pricing approved by the Office of Procurement Services, and Division of Waste Management. The website shall provide an explanation of the sorting process, packaging requirements, pick-up schedules, training information, FAQ's, vendor reporting, contact information and other eScrap Generator information need to use the vendor's services. The site shall also allow print-on-demand of all shipping related tags and forms and allow electronic interaction (email, system access, queries, etc.) with the Commonwealth account manager and other vendor service organizations on an on-going basis.

Section 30.330 – Vendor eScrap Collection Points and Standard of Promptness

The vendor shall provide pickup and container and sorting/packing material replacement within five (5) working days of being called by an eScrap Generator.

Commonwealth aggregations points for eScrap pickup shall be the following:

- ✂ **Executive, Legislative and Judicial Branch Location** – Division of Surplus Properties
- ✂ **K-12** – School District Locations
- ✂ **Higher Education** – Central facility at each college or university
- ✂ **Other Political Subdivisions** – Per agreement between the vendor and the aggregator

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Section 30.340 – Vendor eScrap Collection, Weighing and Agency Reimbursement Requirements

The vendor shall weigh each bulk container pickup from an eScrap Generator. The documentation of the bulk weight shall be maintained as a part of the accounting system operated by the vendor. Each category of eScrap shall also be weighed and maintained as a part of the accounting data maintained.

In the eScrap Generator reimbursement process, the Commonwealth reserves the right to use this detail accounting information to perform spot audits to assure that the Commonwealth and respective eScrap Generator is receiving full payment for the eScrap released to the vendor.

The Commonwealth also reserves the right to use a per unit/item reimbursement process for some items. This option is reflected in Section 70 and in Attachment B. The vendor shall provide reimbursement rates as a “per unit” and “per pound” quotation where applicable. The final reimbursement method shall be agreed upon during contract negotiations.

Section 30.345 – Vendor Reporting Requirement

The vendor shall submit reports on a monthly basis to the State eScrap Coordinator at the Division of Waste Management (DWM). This report shall include the weight and/or number of items recycled with the exception of eScrap categories where reimbursement is “per pound” only. This report shall be supplied in a Microsoft Excel spreadsheet. At a minimum, the reports shall summarize the volume of eScrap by eScrap Generator with reimbursement amounts with a total for all eScrap processed for the month and the calendar year.

The Commonwealth reserves the right to request additional scheduled reports, if required, when reviewing contract activity. This includes, but is not limited to, a listing of all designated facilities that are involved in the handling and processing of equipment, including each subcontractor, broker, recycler, processor and transporter used and for each shall provide a contact person, phone number, site address and Environmental Protection Agency (EPA) ID number (if applicable). The Commonwealth also reserves the right to request “ad hoc” reports from the vendor base on management needs or legislative inquiries.

END OF SECTION 30

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Section 40—Terms and Conditions

Any Vendor who has concerns regarding any terms and conditions in this RFP should submit written questions to the Commonwealth Buyer as stated in Section 10.050 of this RFP. After reviewing the questions and answers, it will become a business decision on the part of the Vendor on whether or not to proceed with the expense of preparing a response.

Proposals that take exception/deviations to Section 40 may be deemed non-responsive.

Section 40.000—Beginning of Work

The Contractor shall not commence any billable work until a valid Contract has been executed as discussed in Section 40.010.

Section 40.010—Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award by the Office of Procurement Services, shall create a valid Contract between the Parties consisting of the following:

- Any written Agreement between the Parties;
- Any Addenda to the Solicitation;
- The Solicitation and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky;
- General Conditions contained in 200 KAR 5:021 and Office of Procurement Services' FAP110-10-00;
- Any Best and Final Offer;
- Any clarifications concerning the Contractor's proposal in response to the Solicitation;
- The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

Section 40.015—Final Agreement

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

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Section 40.016—Agencies to Be Served

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

All State Agencies

No shipments shall be made except upon receipt by Vendor of an official Delivery Order from a using agency.

Section 40.017—Political Subdivisions

Under Kentucky Statutes, political subdivisions of the State including cities, counties and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 40.020—Contract Provisions

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section 40.025—Type of Contract

The contract proposed in response to this Solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this Solicitation. This Solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

Section 40.030—Term of Contract and Renewal Options

The initial term of the Contract shall be for a period of **two (2) years** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for four **(4) additional 2 year** periods upon the mutual agreement of the Parties. Such mutual

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agreement shall take the form of an addendum to the Contract under Section 40.050—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

Section 40.040—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.150—Provisions for Termination of the Contract.

Section 40.045— Contract Usage

As a result of this RFP, the contractual agreement with the selected Vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

Section 40.050—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.055—Changes in Scope

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The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in Section 40.050—Changes and Modifications to the Contract.

Section 40.060—Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the Contract resulting from this Solicitation are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Section 40.065—Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

Section 40.070—Notices

After the Award of Contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency technical contact(s) identified below:

**Tom Heil
EPPC
DEP, DWM
14 Reilly Road
Frankfort, KY 40601
502-564-6716
Email: Thomas.heil@ky.gov**

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Section 40.075—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of

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Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Section 40.080—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

Section 40.085—Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be **solely responsible** for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 40.090—Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

Section 40.100—Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

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Section 40.105—Insurance

The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

Section 40.110—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.115—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

- Information which the Commonwealth has released in writing from being maintained in confidence;
- Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

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The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.120—Advertising Award

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

Section 40.125— Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

- the combination of such product or part with any other product or part not furnished

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to the Commonwealth by the Contractor

-the modification of such product or part unless such modification was made by the Contractor

-the use of such product or part in a manner for which it was not designed

Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

Section 40.135—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.140—Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Section 40.145—EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at <https://eprocurement.ky.gov>. Select **STANDARD ATTACHMENTS AND GENERAL TERMS** and scroll down the page to **Attachment #4**. (See Section 50.140 of this RFP for the forms that must be

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completed and submitted with Technical Proposal). Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this RFP). Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

Section 40.150—Provisions for Termination of the Contract

Any Contract resulting from this Solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.160—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in **Franklin County, Kentucky**.

Section 40.190—Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

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Section 40.200—Funding Limitations

If any or all responses received exceed the amount of funding available, then the Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this RFP.

Section 40.210—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

END OF SECTION 40

Section 50—Procurement Process and Requirements

Section 50.000—Rules of Procurement

To facilitate this procurement, various rules have been established. They are described in the following paragraphs.

Vendors shall review and comply with the general bidding requirements listed under “Laws, Policies, and Procedures” and “Standard Attachments and General Terms” located on the eProcurement Web page at <https://eprocurement.ky.gov> .

Section 50.010—Approach

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies.

Section 50.020—Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived

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Section 50.050—Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

Section 50.060—Waiver of Minor Irregularities

The Commonwealth reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

Section 50.070—Clarifications of Proposals

The Commonwealth reserves the right to request clarification of proposals pursuant to 200 KAR 5:306, Section 6.

Section 50.080—Best and Final Offers

The Commonwealth reserves the right, at its discretion, to request Best and Final offers for technical and/or revenue proposals. However, Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or revenue offer.

Section 50.090—Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

Section 50.100—Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

Section 50.110—Commonwealth's Right to Use Proposal Ideas

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The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

Section 50.120—Protest

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within **two (2) calendar weeks** after such aggrieved person knows or should have known of the facts giving rise thereto. (See Section 10.090 of this RFP). All protests or notices of other controversies must be in writing and shall be addressed to:

**Jonathan Miller, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
New Capitol Annex
702 CAPITOL AVE RM 383
FRANKFORT KY 40601
(502) 564-4240
Fax: (502) 564-6785**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 50.130—Proposal Submission Requirements

Each qualified Offeror shall submit only **one (1) proposal**. Alternate proposals shall not be allowed. Failure to submit as specified may result in a non-responsive proposal.

The Vendor must complete the "Vendor" box on the face of the Solicitation. An authorized representative of the Vendor shall sign where indicated on the face of the Solicitation. If the solicitation is not signed the proposal shall be deemed

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**COMMONWEALTH BUYER
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
702 CAPITOL AVE RM 373
FRANKFORT KY 40601**

The outside cover of the package containing the Technical Proposal shall be marked:

**eScrap
SOLICITATION NUMBER: RFP 758 0800001260
TECHNICAL PROPOSAL
Name of Offeror**

The outside cover of the package containing the Revenue Proposal shall be marked:

**eScrap
SOLICITATION NUMBER: RFP 758 0800001260
REVENUE PROPOSAL
Name of Offeror**

The Commonwealth shall accept all proposals properly submitted. However, the Commonwealth reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the Commonwealth.

Unless requested by the Commonwealth, the Commonwealth may not accept any addenda, revisions, or alterations to proposals after the Solicitation closing time and date.

All submitted Technical and Revenue Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

Section 50.140—Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to sign the face of the solicitation shall result in a non-responsive proposal.

- Transmittal Letter (see Section 50.150 of this RFP);
- Completed and signed face of the Solicitation;
- Signed face of all Addenda, if applicable;

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- EEO Documents if applicable;
- **Required Affidavit for Offerors** (Campaign Finance Law Compliance Form & KRS 45A.485 Certification Form)
- Response to technical portion of the RFP (See Section 60 of this RFP)

Note to Vendors: Go to <https://eprocurement.ky.gov>, “**Laws, Policies, and Procedures**” and “**Standard Attachments and General Terms**” to download and complete the following forms: EEO-1, EEO Employee Data Sheet and EEO, Subcontractor Report Form (Attachment 4) AND **Required Affidavit for Offerors** (Attachment 2)

Section 50.150—Transmittal Letter

The Transmittal Letter shall be on the **Vendor’s letterhead, notarized and signed** by an agent authorized to bind the Vendor. If the Transmittal Letter is not sign and notarized, the proposal may be deemed non-responsive. The transmittal letter shall include the following:

- A statement that deviations are included, if applicable;
- A statement that proprietary information is included, if applicable;
- A sworn statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640;
- A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics;
- A sworn statement of that the Vendor is in compliance with Section 50.170—Prohibitions of Certain Conflicts of Interest;
- A statement of certification in accordance with Section 50.180—Certification Regarding Debarment, Suspension, and Proposed Debarment;
- The name, address, telephone number, fax number, and email address of the contact person for this RFP. The address shall be one in which the major overnight delivery services will deliver; and
- The name, address, telephone number, fax number and email address of the contact person to serve as a point of contact for day-to-day operations.
- Subcontractor information to include name of company, address, telephone number and contact name, if applicable
- The vendor shall provide proof that they do not have outstanding violations or citations issued by the Environmental and Public Protection Cabinet in the last two (2) years.**

Section 50.160—Format of Revenue Proposal

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The Revenue Proposal shall be submitted as prescribed in Section 70.

Section 50.170—Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

Section 50.180—Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this RFP), that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

Section 50.190—Disclosure of Violation of Statutes

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at <https://eprocurement.ky.gov>, **"Laws, Policies, and Procedures"** and **"Standard Attachments and General Terms"**.

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous

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compliance with those statutes during the contract. Where applicable, the Vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws with the Technical Proposal.

Section 50.200—Vendor's Exceptions to Terms and Conditions of the Solicitation

An offer in response to this Solicitation that includes terms contrary to the terms and conditions in Section 40 of the Solicitation or takes any exceptions to the terms and conditions of Section 40 may be considered non-responsive. Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the Solicitation, shall not be accepted.

Section 50.210—Deviations to Other Provisions of the Solicitation

The provisions appearing elsewhere in this Solicitation shall become part of any resulting contract. Any deviations from the provisions of the Solicitation must be specifically identified by the Vendor in its proposal, which if successful, shall become part of the Contract. Such deviations shall not be in conflict with the basic nature of Technical and Cost requirements of this Solicitation. Deviations must be submitted as stated in Section 50 of this Solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part. **Deviations to the Terms and Conditions set forth in Section 40 of this Solicitation may not be accepted.**

Section 50.220—Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Finance and Administration Cabinet shall not disclose any portions of the proposals prior to contract award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary **shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors.** If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, **the Vendor shall declare**

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in the Transmittal Letter (Section 50.150) the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information.

Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

END OF SECTION 50

Section 60—Technical Proposal Evaluation

Section 60.000—Technical Proposal Evaluation

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Commonwealth may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all proposals.

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror. The Commonwealth reserves the right to alter the composition of the committees or to designate other staff to assist in the evaluation process.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. This information shall be attached with cross-references to the appropriate location in the Solicitation (i.e. page number, paragraph, subject, etc.).

Section 60.010 – Mandatory Vendor Service Requirements

At a minimum, the Vendor shall meet in full the following statewide business and technical service requirements and provide proof of such compliance. The vendor shall:

1. Have been in business for at least five (5) years.
2. Agree and comply with a No Landfill Policy – five percent (5%) or less of Commonwealth's surplus eScrap.
3. Agree and comply in full with the export policy outlined in Section 30.225.

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4. Have established corporate resources and transportation facilities to provide eScrap pick-up services on the geographic scale and regularity as described in this RFP.
5. Currently operate a large-scale recycling and disposal facility that complies with all Commonwealth laws and regulation.
6. Provide secure handling/transport of hard drives and memory destined for sanitization by the vendor according to the specifications in Section 30.020. Accept full ownership of eScrap at the time of pickup.
7. Shipping terms shall be F.O.B. at the agreed upon eScrap generator's location.
8. Currently operate administrative services and system/s that provide for the following:
 - ✂ eScrap Generator Website capable of publishing schedules, procedures, pricing, contact information, etc. pertaining to any final contract provisions resulting from this RFP.
 - ✂ Currently operates a Toll-free Service Desk – 8:00 AM to 6:00 ET M-F
 - ✂ Provide flexible billing, certified weighing, invoicing and agency reimbursement services to meet the needs of the various Commonwealth eScrap Generators that wish to use the vendor's services.

Section 60.020—References

The Vendor shall fully complete the reference form (Attachment A) for three (3) references. At least two (2) of the references shall be from the public sector. All references shall be from accounts similar to the scope and complexity of the Commonwealth's eScrap disposal needs as outlined in Sections 20 and 30 of this RFP.

If complete and accurate information is not provided, the Vendor's reference SHALL not be considered for evaluation and SHALL receive a score of zero (0).

References' telephone number and email address shall be included on the reference form otherwise the reference shall receive a score of zero (0). If the reference does not have an email address, please state such on the reference form.

The Commonwealth, not the Vendor, shall attempt to contact references for a maximum of five (5) business days; however, it is the Vendor's responsibility to ensure that a reference is aware of and anticipates being contacted by the Commonwealth. If a reference is unable to be reached, or is not available within the designated timeframe, that reference shall receive a score of zero (0). If it is determined as the result of a reference check that a reference is not qualified in accordance with the requirements of

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this RFP, the reference shall receive a score of zero (0).

All references shall be valid and within the United States.

References shall not include Commonwealth of Kentucky employees

Section 60.025 – eScrap Services Implementation Plan – Website and Services

The vendor shall prepare and include within the proposal a detailed three (3) month or less implementation plan outlining the phases/tasks and timeframes involved in implementing the requested services. The plan shall include each major service area identified in Section 30 and ensure that the terms and conditions specified in Section 30 shall be met in full with the proposed plan. The Commonwealth reserves the right to adjust the implementation plan during contract negotiations.

Section 60.030—eScrap Aggregator Sorting, Packaging and Expediting Plan

The vendor shall describe the recommended process that each eScrap Aggregator will use to properly sort, package and prepare the eScrap items for pick-up by the vendor. The plan shall include any recommended process improvements that will save time and effort by the aggregator staff and ensure the timely/accurate reimbursement of the Commonwealth and shall itemize the packing containers and materials that shall be provided by the vendor.

Section 60.035—Company-Wide Transportation Plan, Facilities and Staffing Resources

The vendor shall describe in detail (narrative and graphic form) their proposed transportation (pick-up) network, recycling facilities/location/s, secure hard drive handling/sanitization process and staffing levels that will be deployed to meet the state-wide needs of the Commonwealth. The vendor shall indicate the number of internal staff versus contract staff and any subcontracting arrangements used to provide the complete suite of services.

Section 60.040 — Vendor Down-Stream Processor Plan

The vendor shall identify and describe the various down-stream processors that will be used to manage the recycling of the various eScrap categories to comply with the zero landfill term identified in the RFP. At a minimum, the vendor shall provide the company name, location and expertise as it relates to each eScrap category.

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Section 60.045 – Service Level Management Plan and Service Level Agreement (SLA)

The vendor shall provide a sample Service Level Agreement (SLA) outlining requirements and conditions (performance, customer satisfaction levels, standards of promptness, reliability, help desk response times, reimbursement timing, etc.) to which it will be held during the life of the contract. The Commonwealth reserves the right to update/strengthen the SLA during contract negotiations.

Section 60.050 – Additional Recycling Capabilities and Resources

The vendor shall describe the breadth of other recycling components (category and item) that the vendor will accept from the Commonwealth with a proposed reimbursement rate (per item & pound) for these items. The additional eScrap related categories can be found at the following ISRI website:

http://www.isri.org/AM/Template.cfm?Section=Commodity_Specifications&Template=/TaggedPage/TaggedPage.cfm

Click on the link: [Download the Scrap Specifications Circular »](#) (PDF) Includes updates effective November 19, 2007. Scroll to page 43 for the eScrap listing.

Section 60.055 - Value-Added Services and Vendor Recommendations

The vendor shall recommend, **in summary format**, innovative Practices, Business Strategies and value-added services that will be offered by the vendor to enable the Commonwealth to be successful in this effort. This is an opportunity for the Vendor to provide strategies and suggestions to distinguish it from other competing vendors.

Section 60.060 - Technical Proposal Scoring Criteria

Criteria	Points Possible
References	200 Points
Implementation Plan	300 Points
Aggregator Sorting, Packaging and Expediting Plan	200 Points
Transportation Plan, Resources and Staffing Levels	300 Points
Down-Stream Processors Plan	300 Points
Service Level Management Plan	300 Points
Additional Recycling Capabilities and Resources	200 Points

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Value-Added Services		200 Points	
Total Points Possible		2000 Points	

End of Section 60

Section 70.000—Revenue Proposal Evaluation

The vendor shall complete every cost item requested in Attachment B. The Commonwealth reimbursement rate information provided by the vendor shall be based on the required terms and conditions in Section 30 and the following table that summarizes the annual eScrap volume statistics from a sampling of the public sector entities that may use the contract that results from this RFP.

ITEM DESCRIPTION	ESTIMATED QUANTITIES (Units per year)	ESTIMATED QUANTITIES (Pounds per year)
Monitors and terminals (excluding televisions)	51,940	3,520,500
Laptop computers	10,487	83,900
Console and table top televisions	3,285	164,250
Printers	6,183	371,000
CPU's & accessories	52,540	1,313,500
Fax Machines	1,244	74,660
Cell Phones	5,220	1,739
Misc. Components (UPS, etc.)	3,450	69,000
Copy Machines	995	348,250
LAN/WAN Components	3,750	18,750
Drives and Memory for sanitization	58,500	17,500
Misc. components and cables	Not Applicable	1,600
Total	197,594	5,984,649

Vendors shall ONLY provide reimbursement rates on the Revenue Proposal. Vendors shall submit the Revenue Proposal as prescribed in Attachment B otherwise the proposal may be deemed non-responsive. From the sample statistics provided, the volume of the eScrap stream from K-12, higher education and other public sector entities will be very significant. However, since the Commonwealth cannot predict the total volume from these areas and county and local governments, the award of points for the revenue proposal shall be made using the statistics from the Executive,

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Legislative and Judicial Branches of Government, k-12 and four (4) state universities. The vendor shall use the summary volumes from the table above (Section 70.000) to complete Attachment B understanding that the potential eScrap stream from the Commonwealth's public sector entities will likely be much greater than the volumes provided in the RFP.

Section 70.100 —Revenue Scoring Criteria

Criteria	Points Possible
Average Per Item and Average Rate Per Pound of eScrap	2000
Total Points Possible	2000

The vendor with the highest average quote receives the maximum score. The vendor with the next highest score receives points by dividing the highest quote by the next highest quote and multiplying that percentage by the available points and so on until proportional points are awarded to all vendors that submit acceptable proposals.

End of Section 70

Section 80—Oral Presentations/Demonstrations

Section 80.000—Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal

The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Revenue Proposals.

Section 80.010—Right to Reject Based on Oral Presentations/Demonstrations

The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the Oral Presentations/Demonstrations.

Section 80.020—Oral Presentations/Demonstrations Evaluation Criteria

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The top **two (2) highest ranking Vendors** may be requested to provide oral presentations and demonstrations to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The vendor may also be requested to provide a tour of the central processing facility in order for the Commonwealth to assess the operational capabilities, plant scale and competence of the vendor. The tour will also ensure that the recycling terms and conditions and regulatory requirements of the Commonwealth shall be met in full by the vendor.

Criteria	Points Possible
Oral Presentation/Demonstration	1000 Points
Total Points Possible	1000

End of Section 80

Section 90—Negotiations

Section 90.000—Negotiations

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked Vendor. In the event the Commonwealth cannot reach agreement with the top-ranked Vendor, it may proceed to negotiate with the next highest ranked Vendor, and so on. It is the Commonwealth's intent to award contracts to the Vendor with whom successful negotiations are completed.

Section 90.010—Items to Be Negotiated

Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or revenue Proposals.

End of Section 90

Section 100—Ranking of Proposals and Award of Contract

Section 100.000—Best Interest of the Commonwealth

The Commonwealth will rank the proposal in the manner set forth within this Solicitation. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part based on the best interest of the Commonwealth.

Section 100.010—Total Points Possible for Proposals

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Criteria	Points Possible
Technical Proposal	2000
Revenue Proposal	2000
Total Points Possible	4000
Oral Presentation/Demonstration, if required	1000
Total Points Possible with Oral Presentation/Demonstration	5000

END OF SECTION 100

**END OF RFP
ATTACHMENT A**

VENDOR REFERENCE FORM

Bidder Name:
Reference Company Name:
Type of Business:
Address:
Contact Name:

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Phone Number for Contact:			
E-mail Address for Contact:			
Period Of Time Doing Business With This Company:			
From:		To:	
Type and Extent of Business/Services Provided:			

ATTACHMENT B

REVENUE PROPOSAL FORM

Reimbursement Bid (U. S. Dollars)

Pricing Schedule – Rate Per Pound See Section 70.100 for Instructions	Reimbursement Rate – Per Unit	Reimbursement Rate – Per Pound
Monitors and Terminals (excluding televisions)		
Laptop Computers		
Console and Table Top Televisions		
Printers & Fax Machines		
CPU's & Accessories		

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Cell Phones			
Drives and Memory for sanitization			
Misc. Components (UPS, etc.)			
Copy Machines			
LAN/WAN Components			
Misc. Wiring and Cables		No Per Unit Rate Here	
Per Item Average – Add Columns 1-10 and Divide by 10			
Per Pound Average - Add Columns 1 –11 and Divide by 11			